

SERFF Tracking Number:	MALF-126757982	State:	Arkansas
Filing Company:	John Hancock Life Insurance Company (U.S.A.)	State Tracking Number:	46509
Company Tracking Number:	10MVAGRP-CPI		
TOI:	A07G Group Annuities - Special	Sub-TOI:	A07G.002 Modified Guaranteed
Product Name:	CPI		
Project Name/Number:	/		

Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)

Product Name: CPI

SERFF Tr Num: MALF-126757982 State: Arkansas

TOI: A07G Group Annuities - Special

SERFF Status: Closed-Approved-
Closed State Tr Num: 46509

Sub-TOI: A07G.002 Modified Guaranteed

Co Tr Num: 10MVAGRP-CPI

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Andrea Barr

Disposition Date: 08/17/2010

Date Submitted: 08/16/2010

Disposition Status: Approved-
Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Overall Rate Impact:

Group Market Type: Discretionary

Filing Status Changed: 08/17/2010

Explanation for Other Group Market Type:

State Status Changed: 08/17/2010

Deemer Date:

Created By: Andrea Barr

Submitted By: Andrea Barr

Corresponding Filing Tracking Number:

Filing Description:

The cover letter which is attached under the supporting documentation tab includes a description of this filing.

Company and Contact

Filing Contact Information

Andrea Barr, Senior Compliance Analyst

abarr@jhancock.com

601 Congress St

617-663-4259 [Phone]

Boston, MA 02210

617-663-2995 [FAX]

Filing Company Information

<i>SERFF Tracking Number:</i>	<i>MALF-126757982</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>CPI</i>		
<i>Project Name/Number:</i>	<i>/</i>		
John Hancock Life Insurance Company (U.S.A.) 601 Congress St. Boston, MA 02210-2805 (617) 663-3000 ext. [Phone] -----	CoCode: 65838 Group Code: Group Name: FEIN Number: 01-0233346	State of Domicile: Michigan Company Type: Life State ID Number:	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	08/16/2010	38789026
John Hancock Life Insurance Company (U.S.A.)	\$400.00	08/16/2010	38798630

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/17/2010	08/17/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	08/16/2010	08/16/2010	Andrea Barr	08/16/2010	08/16/2010

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Disposition

Disposition Date: 08/17/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Statements of Variability		Yes
Form	Single Premium Modified Guarantee		Yes
	Inflation Indexed Deferred Annuity		
Form	Application		Yes
Form	Specifications Page		Yes
Form	Specifications Page		Yes
Form	Specifications Page		Yes
Form	Specifications Page		Yes
Form	Qualified Endorsement		Yes
Form	Qualified Endorsement		Yes
Form	Qualified Endorsement		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/16/2010
Submitted Date 08/16/2010
Respond By Date 09/16/2010

Dear Andrea Barr,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$400.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Product Name: CPI
Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/16/2010
Submitted Date 08/16/2010

Dear Linda Bird,

Comments:

Response 1

Comments: The additional filing fee of \$400.00 was submitted via EFT.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$400.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Andrea Barr

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Form Schedule

Lead Form Number: 10MVAGRP-CPI

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	10MVAGR P-CPI	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Single Premium Modified Guarantee Inflation Indexed Deferred Annuity	Initial		53.400	10MVAGRP- CPI (generic- numbered).pd f
	156-CPI-10	Application/ Enrollment Form	Application	Initial		53.400	156-CPI-10 (generic).pdf
	SPEC- CPI10-1	Data/Declar ation Pages	Specifications Page	Initial			SPEC-CPI10- 1 (generic).pdf
	SPEC- CPI10-2	Data/Declar ation Pages	Specifications Page	Initial			SPEC-CPI10- 2 (generic).pdf
	SPEC- CPI10-3	Data/Declar ation Pages	Specifications Page	Initial			SPEC-CPI10- 3 (generic).pdf
	SPEC- CPI10-4	Data/Declar ation Pages	Specifications Page	Initial			SPEC-CPI10- 4 (generic).pdf
	10TRAD IRA	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Qualified Endorsement	Initial			10TRADIRA (Generic).pdf
	10SIMPLE	Certificate Amendmen t, Insert Page,	Qualified Endorsement	Initial			10SIMPLE (generic).pdf

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/

10ROTH

Endorsement or Rider Certificate Qualified Initial

Amendments Endorsement

t, Insert

Page,

Endorsement or Rider

10ROTH

(Generic).pdf

**JOHN HANCOCK LIFE INSURANCE COMPANY
(U.S.A.)
Bloomfield Hills, Michigan**



Overnight Mailing Address:

[164 Corporate Drive
Portsmouth, NH 03801-6815]¹

Annuity Service Office:

[P.O. Box 9505
Portsmouth, NH 03802-9505
For Inquiries or Assistance in
Resolving Complaints:
1-800-344-1029
www.jhannuities.com]²

This is a legal Certificate - read it carefully.

We agree to pay the benefits of this **Certificate** in accordance with its terms.

This Certificate is issued in consideration of the Payment.

John Hancock Life Insurance Company (U.S.A.) ("the Company") will pay an annuity benefit commencing on the Maturity Date to the Payee as directed by the Owner, in accordance with the Annuity Payments provision of this Certificate. Unless another available option under this Certificate is elected, Annuity Payments will be payable for a period of 10 years and as long thereafter as the Annuitant lives. If the Owner dies while this Certificate is in effect prior to the Maturity Date, we will pay a Death Benefit to the Beneficiary upon receipt of all required claim forms and proof of death of the Owner at the Annuity Service Office.

FIFTEEN DAY RIGHT TO REVIEW

The Owner may cancel the Certificate by returning it to our Annuity Service Office or agent at any time within 15 days after receipt of the Certificate. Within 7 days of receipt of the Certificate by us, we will pay the Account Value, adjusted by any Market Value Adjustment, if applicable, computed on the Date the Certificate is received by us, to the Owner. The Market Value Adjustment will only be applied where the change in the Guaranteed Margin, as determined in accordance with the formula in the Specifications Page, is greater than or equal to 0.25%. If the purchase of this Certificate involves the replacement of any existing life insurance or annuity, then the right to review provision is extended to 30 days.

When the Certificate is issued to a Qualified Plan, during the first 7 days of this 15 day period, we will return the amount equal to the Payment.

We hold reserves for our guarantees under this Certificate in a non-unitized MVA Separate Account established within the General Account. The assets of the MVA Separate Account are subject to the liabilities that arise out of the other business that we conduct. General Account assets are also available to meet the guarantees under this Certificate as well as our other general obligations.

Signed for us at Boston, Massachusetts, on the Certificate Date.

President

Secretary

**SINGLE PREMIUM MODIFIED GUARANTEE INFLATION INDEXED DEFERRED ANNUITY
NON-PARTICIPATING**

AMOUNTS PAYABLE UNDER THIS CERTIFICATE MAY BE SUBJECT TO AN UPWARD OR DOWNWARD MARKET VALUE ADJUSTMENT. AMOUNTS WITHDRAWN UNDER THIS CERTIFICATE MAY BE SUBJECT TO AN EARLY WITHDRAWAL CHARGE. THIS CERTIFICATE MAY CONTAIN A BENEFIT WAIVING WITHDRAWAL CHARGES.

INTRODUCTION

This is a Single Payment Modified Guarantee Inflation Indexed Deferred Annuity. It is effective when we receive your Payment at our Annuity Service Office or such other place as we may designate. We determine Account Value during the first year of the Initial Term based on the Payment and the Declared Interest Rate as shown on the Specifications Page. We determine Account Value during the first year of any Subsequent Term based on the Account Value upon the completion of the previous Term and the new Declared Interest Rate for that Subsequent Term. After the first year of the Initial Term or the first year of any Subsequent Term, and prior to the Maturity Date while you are still living, the Account Value will accumulate based on the Indexed Crediting Rate, which is a rate (as described in Part 7) that we determine based on the: 1) year over year change in the All Items Consumer Price Index for All Urban Consumers ("CPI-U") for the U.S. City Average, and 2) the Guaranteed Margin. Amounts withdrawn, excluding the Free Withdrawal Amount, prior to the end of any Term are subject to a Market Value Adjustment, which could reduce the withdrawal amount and any remaining Account Value below the Payment.

You must allocate the Payment to one Initial Term.

On the Maturity Date, if the Annuitant and Owner are still living, the Certificate will provide for Annuity Payments to the Payee based upon the Annuity Option selected. Fixed annuity dollar amounts are guaranteed by the Company.

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PART 1: DEFINITIONS

WE AND YOU	"We", "us" and "our" means the Company. "You" or "your" means the Owner of this Certificate.
ACCOUNT VALUE	The amount we hold under this Certificate for you at any given time. On the Certificate Date, the Account Value is equal to the Payment. Thereafter, we determine the Account Value as specified in the Certificate, "Part 7: Interest on Account Value."
ANNUITANT	Any individual person or persons whose life is used to determine the duration of Annuity Payments involving life contingencies. The Annuitant is as designated on the Specifications Page, unless changed prior to the Maturity Date.
ANNUITY OPTION	The method selected by you for Annuity Payments made by us.
ANNUITY PAYMENT(S)	Payment(s) by us to you or your designated Payee, which generally commence on or after the Maturity Date and are in accordance with the Annuity Option elected under the terms of this Certificate.
ANNUITY SERVICE OFFICE	Any office designated by us for the receipt of Payment and processing of Owner requests. The Annuity Service Office is shown on the Certificate Cover Page.
BENEFICIARY	The person, persons or entity to whom certain benefits are payable following the death of an Owner, or if the Owner is a non natural person, an Annuitant.
CERTIFICATE ANNIVERSARY	The anniversary of the Certificate beginning twelve consecutive months from the Certificate Date and each year thereafter.
CERTIFICATE DATE	The date of issue of this Certificate as designated on the Specifications Page.
CERTIFICATE YEAR	The period of time measured twelve consecutive months from the Certificate Date or any Certificate Anniversary thereafter.
CONTINGENT BENEFICIARY	The person, persons or entity, who becomes the Beneficiary if the Beneficiary is not alive when a benefit is due and payable.
CPI-U	As used in this Certificate, the CPI-U is referring to the broadest and most comprehensive CPI-U which is called the All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average. It is published monthly by the Department of Labor and reflects spending patterns of almost all residents of urban or metropolitan areas. If an index is discontinued or if the calculation is changed substantially the Company may substitute a comparable index.
DECLARED INTEREST RATE	The interest credited on any given day will be at a rate that, if compounded daily for one year, would equal the Declared Interest Rate as determined by us, as shown on the Specifications Page.
ENDORSEMENT	An Endorsement modifies the Certificate to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.
FLOOR RATE	The minimum rate of interest the Company will credit to the Certificate regardless of the year-over-year movement in the CPI-U. The Floor Rate applicable to you will appear on the Specifications Page.
FREE WITHDRAWAL AMOUNT	The amount of the Account Value is not subject to withdrawal charges or a MVA as described in Part 8.

GENERAL ACCOUNT	All of the Company's assets other than the assets in segregated asset accounts which are maintained as "insulated" separate accounts under applicable law.
GROSS WITHDRAWAL AMOUNT	The amount deducted from the Account Value for a full or partial withdrawal. For a full withdrawal such amount is the Account Value. For a partial withdrawal, the Gross Withdrawal Amount is the amount you request plus any applicable Withdrawal Charge and adjusted by any applicable Market Value Adjustment.
GUARANTEED MARGIN	A rate this is used to determine the Indexed Crediting Rate and the Market Value Adjustment factor. This rate remains constant for the Term. This rate will be shown on the Specifications Page of the Certificate.
INDEXED CREDITING RATE	The crediting rate that is based on annual changes in the CPI-U adjusted by the Guaranteed Margin which starts in the second year of each Term. If the crediting rate is limited, the limit(s) will be noted in the Specifications Page.
IN WRITING	Unless otherwise stated, means a notice provided in a format acceptable to us based on the type of request, which is received at our Annuity Servicing Office.
INTERNAL REVENUE CODE (IRC)	The Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar purposes.
INITIAL TERM	The period of time beginning on the Certificate Date that the Declared Interest Rate is in effect. The Initial Term continues for the period shown on the Specifications Page.
MATURITY DATE	The date on which Annuity Payments are scheduled to commence. It is the date specified on the Specifications Page, unless changed.
OWNER(S)	The person, persons or entity entitled to the ownership rights under this Certificate. The Owner is as designated on the Specifications Page, unless changed.
PAYEE	Any of the person(s) or entity to whom Annuity Payments are to be made.
PAYMENT	An amount paid to us by you that we accept as consideration for the benefits provided by this Certificate. The Payment may consist of multiple components that we might receive on different dates if your purchase is part of a tax-free exchange pursuant to Code Section 1035 or a trustee-to-trustee transfer of Qualified Plan funds. The single Payment may only be received by us within the first sixty days from the Certificate Date.
QUALIFIED CERTIFICATE	A Certificate issued under a Qualified Plan.
QUALIFIED PLANS	Retirement plans, which receive favorable tax treatment under sections 401, 403, 408, 408A, 414 or 457, of the Internal Revenue Code of 1986, as amended.
MVA SEPARATE ACCOUNT	A non-registered separate account that we established within the General Account and in which we hold reserves for our guarantees under the Certificate. Our other General Account assets are also available to meet the guarantees under the Certificate and our other general obligations. The assets of the MVA Separate Account are subject to the liabilities that arise out of the other business that we conduct.
[RATE CAP	The maximum rate of interest the Company will credit to the Certificate regardless of the year-over-year movement in the CPI-U. The Rate Cap, if applicable, will appear on the Specifications Page.] ⁴

SUBSEQUENT TERM

A period of time beginning on the day following expiry of the immediately preceding Term.

TERM

The Initial Term or a Subsequent Term.

PART 2: GENERAL PROVISIONS

ENTIRE CERTIFICATE

This Certificate is an agreement between the Owner(s) and the Company. The entire Certificate consists of this Certificate, any Riders, Endorsements, and Specifications Pages. This Certificate is incontestable from its Certificate Date.

The benefits and values available under this Certificate are not less than the minimum required by any statute of the state in which this Certificate is delivered. We have filed a detailed statement of the method used to calculate the benefits and values with the Department of Insurance in the state in which this Certificate is delivered, if required by law.

You may also have access to (i) information for you or a member of your family, regarding elder care needs and questions, either directly or through a third party arrangement, and (ii) assistance that may help you identify various elder care service agencies available in your community.

MODIFICATION

Only the President, a Vice President, or the Secretary of the Company has authority to agree on our behalf to any alteration of the Certificate or to any waiver of our rights or requirements. The alteration or waiver must be in writing. We will not change or modify this Certificate without your consent except as may be required to make it conform to any applicable law or regulation or any ruling issued by a government agency; or unless we have reserved the right to change the terms herein.

CHANGE IN MATURITY DATE

Prior to the Maturity Date, an Owner may request in writing a change of the Maturity Date. Any extension of the Maturity Date will be subject to our approval.

ASSIGNMENT

You may assign this Certificate, except as otherwise provided, at any time prior to the Maturity Date. Your interest, any interest of the Annuitant and of any revocable Beneficiary shall be subject to the terms of the assignment. We will not be on notice of any assignment unless it is in writing. An assignment, unless otherwise specified by the Owner, shall take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by the Company prior to receipt of this notice. We will not be liable for any payments made or actions we take before the assignment is accepted by us. An absolute assignment will revoke the interest of any revocable Beneficiary. We assume no responsibility for the validity or sufficiency of any assignment.

If this Certificate is issued in a tax qualified plan, this Certificate is subject to assignment restrictions for Federal Income Tax purposes. In such event, this Certificate shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

CLAIMS OF CREDITORS

All benefits and payments under this Certificate shall be exempt from the claims of creditors of the Certificate Owner to the extent permitted by law.

MISSTATEMENT AND PROOF OF AGE, SEX OR SURVIVAL

We may require proof of age, sex or survival of any person upon whose age, sex or survival an Annuity Payment depends. If the age or sex of the Annuitant has been misstated, the benefits will be those which the Annuity Payment would have provided for the correct age and sex. If we have made incorrect Annuity Payments, the amount of any underpayment will be paid immediately. The amount of any overpayment will be deducted from future Annuity Payments. We will uniformly charge or credit interest in accordance with state law, as applicable.

NON-PARTICIPATING

Your Certificate is non-participating and will not share in our profits or surplus earnings. We will pay no dividends on your Certificate.

CANCELLATION FOR MINIMUM ACCOUNT VALUE

If, as a result of any partial withdrawal, the Account Value would be reduced to less than the Minimum Account Value, indicated on the Specifications Page, we may cancel this Certificate and pay you the amount equal to that which would be paid as a result of a Total Withdrawal, as described in Part 8, "Withdrawals".

REPORTS

We will send you a report at least annually. The report will at least contain a notification that the Account Value is prior to the application of any MVA formula and the MVA formula or MVA amount used to determine the cash surrender value.

CURRENCY AND PLACE OF PAYMENTS

All payments made to or by us shall be made in the lawful currency of the United States of America at the Annuity Service Office or elsewhere if we consent.

NOTICES AND ELECTIONS

To be effective, all notices and elections you make under this Certificate must be in writing, signed by you and received by us at the Annuity Service Office. Unless otherwise provided in this Certificate, all notices, requests and elections will be effective when received by us at our Annuity Service Office, complete with all necessary information and your signature.

ISSUE STATE

This Certificate will be governed by the laws of the jurisdiction indicated on the Specifications Page.

SECTION 72(s)

The provisions of this Certificate shall be interpreted so as to comply with the requirements of Section 72(s) of the Internal Revenue Code.

PART 3: OWNER, BENEFICIARY

OWNER

The Owner of this Certificate shall be the person, persons or entity designated on the Specifications Page unless otherwise changed by you in writing. If amounts become payable to the Beneficiary under this Certificate, the Beneficiary becomes the Owner of this Certificate.

BENEFICIARY

Upon the death of the Owner, any surviving Owner will become the Beneficiary. If there is no surviving Owner, the Beneficiary will be as designated on the Specifications Page, unless otherwise changed during the Owner's lifetime. If no such Beneficiary is living, the Beneficiary is the "Contingent Beneficiary". If no Beneficiary or Contingent Beneficiary is living, the Beneficiary is the estate of the deceased Owner.

CHANGE OF OWNER, ANNUITANT, BENEFICIARY

Subject to the rights of an irrevocable Beneficiary, you may request to change the Owner, Annuitant, or Beneficiary by sending us notice in writing. Any such request must be received at our Annuity Service Office and approved by us. If we approved a change of Beneficiary, it will take effect on the date the request is signed. If an irrevocable Beneficiary is named in this Certificate, the Beneficiary cannot be changed without the consent of the irrevocable Beneficiary. If we approve a change of Owner or Annuitant, it will take effect on the date we received the request at the Annuity Service Office. The Annuitant may not be changed after the Maturity Date. You need not send us the Certificate unless we request it. We will not be liable for any payments or actions we take before we approve the change.

If any Annuitant is changed and any Owner is not an individual, the entire interest in the Certificate must be distributed to the Owner within five years of the change.

PART 4: PAYMENT

The Certificate is not effective until Payment is received by us at our Annuity Service Office or such other place as we may designate. The Payment deposited into the Certificate can not be less than the Minimum Payment nor exceed the Maximum Payment shown on the Specifications Page. Upon request we will consider, applying nondiscriminatory financial factors, waiving the Payment limits.

ALLOCATION OF PAYMENT

When we receive the Payment, it will be allocated to the Initial Term as shown on the Specifications Page.

PART 5: INITIAL AND SUBSEQUENT TERM

TERM

The Term means the Initial Term or the Subsequent Term. We allocate the Payment to the Initial Term elected and shown on the Specifications Page. Thereafter, any allocation of your Account Value will be in a Subsequent Term then available under this Certificate. The Initial Term is measured from the Certificate Date. All Subsequent Terms are measured from the first day following the last day of the immediately preceding Term.

SUBSEQUENT TERM

At least 15 days, but not more than 45 days prior to the expiration of the Initial Term and any Subsequent Term, we will provide you with a written notice of the expiry of the Term and notice of the Subsequent Terms available. Unless we receive written instructions from You selecting a Subsequent Term from those then available, upon expiration of any Term, your Account Value will be placed in the shortest available Term. Any Subsequent Term will begin the day after the expiration of the immediately preceding Term. We do not subject your Account Value to a Market Value Adjustment when it is applied to a Subsequent Term. Once the Subsequent Term has been in effect for 30 days, the MVA formula may be applicable to any withdrawal.

If your Subsequent Term extends beyond the Maturity Date shown on the Specifications Page, your Maturity Date will be extended to the last day of that Subsequent Term. In no event will you be permitted to elect a Subsequent Term longer than the shortest Term ending on or after the Maximum Maturity Date shown on the Specifications Page.

PART 6: MARKET VALUE ADJUSTMENT (MVA)

Any amounts withdrawn or converted to Annuity Payments on any date other than the period 30 days after the expiration of a Term may be adjusted upward or downward by the application of a Market Value Adjustment Factor described in the Specifications Page.

The operation of the Market Value Adjustment factor upon withdrawal is set forth in Part 8, "Withdrawals."

PART 7: INTEREST ON ACCOUNT VALUE

In the first year of each Term only, the credited interest rate received on the Certificate will be the Declared Interest Rate that is not linked to the CPI-U. The interest credited on any given day will be at a rate that, if compounded daily for one year, would equal the Declared Interest Rate as determined by us, as shown on the Specifications Page. Beginning the first day immediately following the Certificate Anniversary within a selected Term, and repeating on each Certificate Anniversary within a selected Term, the Indexed Crediting Rate will be linked to the CPI-U and will be adjusted by the Guaranteed Margin. The Indexed Crediting Rate will be reset annually, at each Certificate Anniversary. We will look back at the CPI-U values from three months earlier to calculate the Indexed Crediting Rate.

The formula is shown in the Specifications Page.

PART 8: WITHDRAWALS

You may withdraw part or all of the Account Value at any time before the earlier of the death of an Owner or Annuitant if the Owner is a non natural person or the Maturity Date by sending us a notice in writing.

We will not defer payment more than six months beyond the date we receive such notice. If we defer payment for more than 30 days, the amount deferred will earn interest at a rate not less than the minimum required by law.

FREE WITHDRAWAL AMOUNT

The Free Withdrawal Amount will equal the greater of a) the annual Required Minimum Distribution amount for Owners of Qualified Certificates aged 70 ½ or more or b) the amount of any interest credited to the Account Value during the 12 months prior to the date of your request, less any Gross Withdrawal Amount(s) taken during this 12 month period.

30 DAY WINDOW

We will not apply a Market Value Adjustment factor or assess Withdrawal Charges if you request a withdrawal or annuitize any amount during the 30 day period after the expiration of any Term. We must receive your written request for withdrawal after the end of a Term and during the 30 day period following the end of that Term.

WITHDRAWAL CHARGE

If a withdrawal is made from the Certificate prior to the Maturity Date, a Withdrawal Charge may be assessed against the portion of the Account Value being withdrawn. The amount of the Withdrawal Charge and when it is assessed is discussed below

- 1) The Free Withdrawal Amount is defined above and may be withdrawn free of a Withdrawal Charge and is not subject to a Market Value Adjustment.
- 2) Any amounts withdrawn in excess of the Free Withdrawal Amount will be subject to a Withdrawal Charge, if any. The Withdrawal Charge is determined by multiplying the Gross Withdrawal Amount less any annual administration fee and Free Withdrawal Amount by the applicable Withdrawal Charge percentage shown on the Specifications Page.
- 3) No Withdrawal Charge will apply to withdrawals made at the end of a Term as described in "Part 5: Initial Term and Subsequent Term". A request for withdrawal at the end of a Term must be received in writing during the 30 day period immediately following the end of that Term in order to avoid the application of a Withdrawal Charge.

TOTAL WITHDRAWAL

Upon receipt of your request to withdraw all of your Account Value, we will terminate the Certificate and we will pay you the following amount:

$F + [(A-F) \times Z] - [(A-F) \times W]$, WHERE:

F = the Free Withdrawal Amount;

A = the Account Value, reduced by any applicable Annual Fee;

Z = the Market Value Adjustment Factor, as shown on the Specifications Page;

W = the Withdrawal Charge Percentage.

PARTIAL WITHDRAWAL(S)

You may withdraw less than your entire Account Value. However, requests for amounts in excess of the Free Withdrawal Amount are subject to a Withdrawal Charge, a Market Value Adjustment and will be determined using the following calculation:

$F + [(G-F) \times Z] - [(G-F) \times W]$, where:

F = the Free Withdrawal Amount;

G = the Gross Withdrawal Amount;

Z = the Market Value Adjustment Factor, as shown on the Specifications Page;

W = the Withdrawal Charge Percentage.

We do not restrict the frequency of withdrawals. However, the Gross Withdrawal Amount withdrawn must be no less than the Minimum Partial Withdrawal Amount shown on the Certificate's Specifications Pages. Any withdrawal which would reduce the Account Value to less than the Minimum Account Value, indicated on the Specifications Page, may be treated as a request for a Total Withdrawal of your Account Value.

PART 9: FEES AND DEDUCTIONS

ANNUAL FEE

To compensate us for assuming certain administrative expenses, we may charge an Annual Fee as set forth on the Specifications Page. Prior to the Maturity Date, the Annual Fee is deducted from the Account Value on each Certificate Anniversary. If the Account Value is totally withdrawn on any date other than the Certificate Anniversary, we will deduct the total amount of the Annual Fee from the amount paid.

TAXES

We may charge certain taxes against your Payment, Account Value, payment of Death Benefit, or Annuity Payments (either at the time of Payment, full withdrawal, or when Annuity Payments commence), as appropriate. Such taxes may include premium taxes or other taxes levied by any government entity which we determine have resulted from the establishment or maintenance of the MVA Separate Account, or from the receipt by us of Payments, or from the issuance of this Certificate, or from the commencement or continuance of Annuity Payments under this Certificate.

PART 10: DEATH BENEFITS

DEATH BEFORE MATURITY DATE

If any Owner dies prior to the Maturity Date (or date Annuity Payments begin, if earlier) the Death Benefit will be equal to the Account Value, as of the date on which written notice and proof of death and all required claim forms are received in good order at the Company's Annuity Service Office.

On the death of the last surviving Annuitant, the Owner becomes the new Annuitant, if the Owner is an individual. If any Owner is a non natural person, the death of an Annuitant is treated as the death of an Owner.

If the co-Owner predeceases the Owner, the Owner will be treated as the Beneficiary.

The Beneficiary may continue the Certificate as the Owner, subject to the requirements of Section 72(s) of the Internal Revenue Code. If the Certificate cannot continue under Section 72(s), or if the Beneficiary elects not to continue the Certificate, the Death Benefit will be distributed under one of the following provisions:

- (i) as an Annuity Option as described within Part 11: "Annuity Payments"; or
- (ii) over the life of the Beneficiary, or over a period not to extend beyond the life expectancy of the Beneficiary, with all such distributions beginning within one year from the date of the Owner's Death; or
- (iii) the entire interest in the Certificate must be distributed within five (5) years of the Owner's Death; or
- (iv) in one lump sum.

Withdrawal Charges will be waived on any withdrawals under (ii), (iii) or (iv). If the Beneficiary dies before distributions under (ii) or (iii) are complete, the remaining Death Benefit must be distributed in a lump sum immediately. If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary.

The Certificate will terminate if the Death Benefit is taken in one sum.

If the Beneficiary decides to continue the Certificate as the Owner, subject to Section 72(s), the new Owner must carry out the current Term and thereafter, applicable charges and adjustments will apply to amounts withdrawn as described under the Certificate. Such amounts may be adjusted upward or downward by the application of a Market Value Adjustment Factor. Subject to the rights of an irrevocable Beneficiary, the new Owner in such instance may name a new Beneficiary and, if no Beneficiary is so named, the decedent Beneficiary's estate will be the Beneficiary.

If the Certificate is held as part of a Qualified Plan, the terms of your Qualified Plan Endorsement form will control.

We will permit the Owner to limit the Death Benefit option(s) to be offered to any named Beneficiary, if the Owner provides notice in writing to the Company prior to death and the desired option(s) is one provided for in this Certificate.

DEATH BENEFIT ON OR AFTER MATURITY DATE

On or after the date Annuity Payments begin, if the Annuitant dies, the Death Benefit will depend on the Annuity Option selected in accordance with Part 11: "Annuity Payments".

PROOF OF DEATH

Proof of death is required upon the death of the Annuitant or the Owner. Proof of death is one of the following received at the Annuity Service Office:

- a) A certified copy of a death certificate.
- b) A certified copy of a decree of a court of competent jurisdiction as to the finding of death.
- c) Any other proof satisfactory to us.

PART 11: ANNUITY PAYMENTS

GENERAL

Any amounts payable under this Certificate may be converted to Annuity Payments in accordance with one or more of the Annuity Options described below, subject to any restrictions of Internal Revenue Code section 72(s). Once Annuity Payments commence, the Annuity Option and the Annuitant may not be changed.

We will pay annuity benefits in the form of Annuity Payment(s) on the life of the Annuitant, to the Payee, if living, on the Maturity Date. Annuity Payments will commence on or after the Maturity Date and continue for the period of time provided for under the Annuity Option you elect.

MATURITY DATE

On the Maturity Date or other date elected to commence Annuity Payments, we will convert the Account Value adjusted by any Market Value Adjustment as described in Part 6 of this Certificate and the Specifications Page, into Annuity Payments. The amount used to determine the first Annuity Payment will be measured as of a date not more than 10 business days prior to the Maturity Date or other date elected to commence Annuity Payments.

Only an Account Value of \$5,000 or more may be applied to one of the Annuity Payment options offered. If the amount of the first Annuity Payment would be less than our minimum requirements then in effect, we may make a single payment, adjusted by any Market Value Adjustment as described in Part 6 of this Certificate, on the date the first payment is payable. This single payment is in place of all other benefits provided by this Certificate.

CALCULATION USED TO DETERMINE ANNUITY PAYMENT(S)

The amount of each Annuity Payment is determined by applying the amounts which will be converted to Annuity Payment(s) to the appropriate table(s) identified by this Certificate. We guarantee the dollar amount of each Annuity Payment. Annuity Payments will never be less than that available by applying the Account Value adjusted by any Market Value Adjustment as described in Part 6 of this Certificate, to buy a single premium immediate annuity then offered by us, or by one of our affiliated companies if we do not offer a single premium immediate annuity.

DESCRIPTION OF ANNUITY OPTIONS

The following annuity payment options are available under this Certificate for a single life:

- a. Life Annuity with a guarantee of Annuity Payments for a Period of 5, 10, or 20 Years. Under this option we will make payments for the period elected, and as long thereafter as the Annuitant lives.
- b. Non-Refund Life Annuity. Under this option, we will make payments throughout the lifetime of the Annuitant. No further payments will be made after the death of the Annuitant.
- c. Any other option which we may make available including joint lives.

ALTERNATIVE ANNUITY OPTIONS

Instead of settlement in accordance with the Annuity Options described above, you may choose an alternate form of settlement acceptable to us. Once Annuity Payments commence, the form of settlement may not be changed.

ANNUITY PAYMENT INTERVALS

You may elect to receive your Annuity Payments monthly, quarterly, semi-annually or annually.

TABLE OF PAYMENT RATES

The rates shown below are guaranteed minimum rates. The actual rates that we will apply will be the greater of these guaranteed minimum rates and the current rates in effect at the time Annuity Payments begin. Information regarding our current rates will be available to any Owner upon request.

MONTHLY ANNUITY PAYMENT RATE TABLE

Age of Annuitant's Birthday Nearest Date of First Payment	Life Annuity with a Guaranteed Period			
	<u>5 Years</u>	<u>10 Years</u>	<u>20 Years</u>	<u>Life Annuity</u>
55	3.07	3.05	3.00	3.07
56	3.14	3.13	3.07	3.14
57	3.21	3.20	3.13	3.22
58	3.29	3.28	3.20	3.30
59	3.38	3.36	3.27	3.39
60	3.47	3.45	3.34	3.48
61	3.57	3.54	3.42	3.58
62	3.67	3.64	3.50	3.68
63	3.78	3.74	3.58	3.79
64	3.89	3.85	3.66	3.91
65	4.02	3.97	3.74	4.03
66	4.15	4.09	3.83	4.17
67	4.29	4.22	3.91	4.31
68	4.44	4.36	4.00	4.46
69	4.60	4.50	4.08	4.63
70	4.78	4.66	4.17	4.81
71	4.96	4.82	4.25	5.00
72	5.16	4.99	4.32	5.21
73	5.38	5.17	4.40	5.44
74	5.61	5.36	4.47	5.69
75	5.83	5.56	4.53	5.95
76	6.13	5.76	4.59	6.24
77	6.41	5.97	4.64	6.55
78	6.71	6.18	4.69	6.89
79	7.03	6.40	4.73	7.25
80	7.38	6.62	4.77	7.65
81	7.74	6.83	4.80	8.08
82	8.13	7.04	4.82	8.55
83	8.54	7.25	4.84	9.06
84	8.97	7.45	4.86	9.61
85	9.41	7.63	4.87	10.21
86	9.87	7.80	4.88	10.86
87	10.33	7.96	4.89	11.57
88	10.80	8.10	4.90	12.32
89	11.26	8.23	4.90	13.12
90	11.71	8.35	4.91	13.96
91	12.15	8.45	4.91	14.84
92	12.57	8.54	4.91	15.75
93	12.97	8.62	4.91	16.69
94	13.35	8.69	4.91	17.66
95 and over	13.73	8.75	4.91	18.67

These rates are based on the Annuity 2000 mortality table for Females projected for improvement using projection scale G. Interest is at an annual effective rate of 1.5%.

Communications about this annuity Certificate may be sent to the Company at its Servicing Office.

Single Payment Modified Guarantee Deferred Annuity

Non-Participating

Amounts withdrawn under this Certificate may be subject to a Withdrawal Charge and a Market Value Adjustment

**JOHN HANCOCK LIFE INSURANCE COMPANY
(U.S.A.)**

The John Hancock logo, featuring the company name in a stylized, cursive script font.

[CPI Product Application]

Single Premium Modified Guaranteed Inflation Index Deferred Annuity

1 Expected Initial Premium

Expected Initial Premium

\$ _____

Expected initial premium includes any assets coming from another financial institution (i.e., 1035 exchange, qualified plan rollover, etc.) Amount of actual premium received will appear in the delivered contract/certificate.

2 Owner (oldest)

Name (First, Middle, Last or Name of Trust/Entity) _____

☐ Male ☐ Female ☐ Trust/Entity

Date of Birth (mm/dd/yyyy) _____

Social Security Number/Tax Identification Number _____

Email Address _____

Mailing Address _____

City, State, Zip _____

Residential Address (required if different from mailing or address is PO Box) _____

Client Brokerage Account Number _____

Co-owner

Name (First, Middle, Last or Name of Trust/Entity) _____

☐ Male ☐ Female ☐ Trust/Entity

Date of Birth (mm/dd/yyyy) _____

Social Security/Tax Identification Number _____

Email Address _____

Mailing Address _____

City, State, Zip _____

Residential Address (required if different from mailing or address is PO Box) _____

3 Annuitant (Applicable for Nonnatural Owners and Nonqualified plans if different from Owner)

Name (First, Middle, and Last) _____

☐ Male ☐ Female

Date of Birth (mm/dd/yyyy) _____

Social Security Number _____

Email Address _____

Mailing Address _____

City, State, Zip _____

Residential Address (required if different from mailing or address is PO Box) _____

Co-annuitant (if different from co-owner)

Name (First, Middle, and Last) _____

☐ Male ☐ Female

Date of Birth (mm/dd/yyyy) _____

Social Security Number _____

Email Address _____

Mailing Address _____

City, State, Zip _____

Residential Address (required if different from mailing or address is PO Box) _____

[CPI Product Application]

4 Beneficiaries

If a co-owner was selected in Section 2, and is living, that person will take precedence over the primary beneficiary. Contingent beneficiaries receive proceeds only if all primary beneficiaries pre-decease the owner. If you wish to restrict the death payment options for any of the beneficiaries listed below, please complete the Restricted Beneficiary Payout form located on www.jhannuities.com.

The primary beneficiaries and contingent beneficiaries must **EACH** equal 100% of proceeds. Please use whole percentages only.

Primary Beneficiary

Contingent Beneficiary (optional)

1

Name:	
Relationship:	
Percentage allocated:	_____ %

Name:	
Relationship:	
Percentage allocated:	_____ %

2

Name:	
Relationship:	
Percentage allocated:	_____ %

Name:	
Relationship:	
Percentage allocated:	_____ %

Note: To name additional beneficiaries, please use the space in Special Instructions (Section 7).

5 Type of Annuity (Please note: this is a modified single premium annuity.)

Plan type:

☐ Nonqualified

Tax-qualified plans:

☐ IRA _____ (Tax Year)

☐ Rollover

☐ Transfer

☐ Roth IRA _____ (Tax Year)

☐ Rollover

☐ Transfer

☐ Other _____

6 Contract/Certificate Term (Please check one. Check availability, not all terms may be available.)

☐ 1-Year

☐ 2-Year

☐ 3-Year

☐ 4-Year

☐ 5-Year

☐ 6-Year

☐ 7-Year

☐ 8-Year

☐ 9-Year

☐ 10-Year

6

7 Special Instructions (write in) or Optional Riders

8 Additional State Disclosures

[For Applicants in all states except AK, AZ, CO, DE, DC, FL, ID, IN, KY, MD, ME, NE, NJ, NM, OH, OK, OR, PA, TN, VA, VT, WA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For AK Applicants: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

For AZ Applicants: On written request, the Company is required to provide you, within a reasonable time, factual information regarding the benefits and provisions of your annuity contract. If, for any reason you are not satisfied with your annuity contract, you may return it within ten days, OR WITHIN THIRTY DAYS IF YOU ARE SIXTY-FIVE YEARS OF AGE OR OLDER ON THE DATE OF THE APPLICATION FOR YOUR ANNUITY CONTRACT, after the contract is delivered and receive a refund of all monies paid. For your protection, state law required the following statements to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

For CO Applicants: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

For DE, ID, IN, OK Applicants: Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a statement of claim containing false, incomplete, or misleading information is guilty of a felony.

For DC Applicants: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For FL Applicants: Any person who knowingly and with intent to injure, defraud, or deceive any issuer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For KY, NE, PA Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

For MD Applicants: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For ME, TN, VA, WA Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

For NJ Applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For NM Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For OH Residents: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For OR, VT Residents: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

9 Military Sales

Is the annuitant or owner an active member of the U.S. Armed Forces? ☐ Yes* ☒ No (default)

* If you answered "Yes", please complete and attach a "Military Personnel Financial Services Disclosure" form (available on www.jhannuities.com). This product is not specifically designed for or marketed to active duty military personnel. Applications not complying with our military sales procedures will not be accepted.

[CPI Product Application]

10 Acknowledgments/Signatures

Statement of Applicant: I/We agree that the contract/certificate I/we have applied for shall not take effect until the later of: (1) the issuance of the contract/certificate, or (2) receipt by the company at its Annuity Service Office of the first payment required under the contract/certificate. The information herein is true and complete to the best of my/our knowledge and belief and is correctly recorded.

- ☐ Yes* ☐ No Does the annuitant or owner have existing individual life insurance policies or annuity contracts?
☐ Yes* ☐ No Will this contract replace or change any existing life insurance or annuity in this or any other company?
*If you answered "YES" to either question, please complete below and attach a state replacement form (if applicable). Please see the Forms Guidelines sheet.

Issuing Company _____ Contract Number _____ ☐ Annuity ☐ Life Insurance

I/We understand that unless I/we elect otherwise, the Maturity Date will be the first of the month following the Annuitant's 95th birthday (IRAs and certain qualified retirement plans may require distributions to begin by age 70½)
 Alternate Maturity Date _____.

I/We acknowledge receipt of the current prospectus and understand that because of the market value adjustment provision of the contract/certificate the amount I receive upon withdrawal or annuitization may vary from the reported Account Value.

I/We confirm a review of my/our investment objectives, tax, liquidity, and financial statuses was offered to me/us.

I/We have read the applicable fraud statement contained in the State Disclosures Section.

To the best of my knowledge and belief, the statements in this application are true and complete.

I/We am/are either a citizen or resident alien of the United States of America.

SIGN
HERE

Owner:

Signature _____

City, State (signed in) _____

Date _____

SIGN
HERE

Co-owner:

Signature _____

City, State (signed in) _____

Date _____

SIGN
HERE

Annuitant:

(If different from owner)

Signature _____

City, State (signed in) _____

Date _____

SIGN
HERE

Co-annuitant:

(If different from co-owner)

Signature _____

City, State (signed in) _____

Date _____

11 Financial Advisor Information

A. Certification: I have truly and accurately recorded the information provided by the applicant and I have determined that the annuity contract/certificate applied for is a suitable investment for the applicant.

- ☐ YES ☐ NO Does the annuitant or owner have existing individual life insurance policies or annuity contracts?
☐ YES ☐ NO Will this contract/certificate replace or change any existing life insurance or annuity in this or any other company?

If yes, complete applicable state replacement forms.

[**Option** ☐ A ☐ B ☐ C (If left blank, option will default to your firm's Selling Agreement.)] **8**

Financial Advisor (Primary)

SIGN
HERE

_____%
Percentage

Printed Name

Telephone Number

State License ID

Broker/Dealer Firm

Social Security Number

Email Address

Signature

Financial Advisor (Secondary)

SIGN
HERE

_____%
Percentage

Printed Name

Telephone Number

State License ID

Broker/Dealer Firm

Social Security Number

Email Address

Signature

SPECIFICATIONS PAGE

TYPE OF CONTRACT/CERTIFICATE:	[QUALIFIED] ¹	MATURITY DATE	[8/1/2032] ²
CONTRACT/CERTIFICATE DATE:	[8/1/2009] ³	MAXIMUM MATURITY DATE	[8/1/2052] ⁴
PAYMENT:	[\$250,000] ⁵	CONTRACT/CERTIFICATE NUMBER	[000111] ⁶
OWNER:	[DOROTHY HANCOCK] ⁷	ISSUE STATE:	[MA] ⁸
CO-OWNER:	[JAMES DOE] ⁹	OWNER'S AGE	[52] ¹⁰
ANNUITANT	[JOHN HANCOCK] ¹¹	ANNUITANT'S AGE	[52] ¹²
CO-ANNUITANT	[NON APPLICABLE] ¹³		

Initial Term	Declared Interest Rate	Initial Term Expiration Date
[3 Years] ¹⁴	[3.95%] ¹⁵	[8/1/2012] ¹⁶

GUARANTEED MARGIN	[] ¹⁷
--------------------------	-------------------

CPI-U Value on Contract/Certificate Date	[] ¹⁸
---	-------------------

ANNUAL FEE	[\$50] ¹⁹
-------------------	----------------------

PARTIAL WITHDRAWAL LIMITATIONS:

MINIMUM PARTIAL WITHDRAWAL AMOUNT	[\$1000] ²⁰
MINIMUM ACCOUNT VALUE AFTER PARTIAL WITHDRAWAL	[\$5000] ²¹

PAYMENT LIMITATIONS:

MINIMUM PAYMENT	[\$10,000] ²²
------------------------	--------------------------

MAXIMUM PAYMENT	[\$1,000,000] ²³
------------------------	-----------------------------

[THIS CONTRACT/CERTIFICATE IS INTENDED FOR ISSUES AS TO A TAX-QUALIFIED RETIREMENT PLAN UNDER THE INTERNAL REVENUE CODE FOR TAX-FAVORED STATUS. UNLESS OTHERWISE REQUIRED TO QUALIFY FOR SUCH STATUS, LANGUAGE IN THIS CONTRACT/CERTIFICATE REFERRING TO FEDERAL TAX STATUS OR RULES IS INFORMATIONAL AND INSTRUCTIONAL. SUCH LANGUAGE IS NOT SUBJECT TO APPROVAL OR DISAPPROVAL BY THE STATE IN WHICH THE CONTRACT/CERTIFICATE IS ISSUED FOR DELIVERY. PLEASE SEEK THE ADVICE OF YOUR OWN TAX ADVISOR REGARDING YOUR INDIVIDUAL TAX TREATMENT.]²⁴

MVA FORMULA

The Market Value Adjustment factor is determined by the following formula:

$$\left[\left(\frac{(1 + M_{issue})}{(1 + M_{withdrawal} + k)} \right)^{n/12} \right]$$

Where k , M_{issue} , $M_{withdrawal}$ and n are defined as follows:

M_{issue} = the Guaranteed Margin in effect for the current Term for this Contract/Certificate.

$M_{withdrawal}$ = the Guaranteed Margin (expressed as a decimal) offered on a Term equal to the number of months remaining in the current Term, as of the date the withdrawal or annuitization request is processed. For purposes of this calculation, months remaining will be rounded up to the next nearest whole month. If a Guaranteed Margin for this duration is not available for new purchases, we will declare a Guaranteed Margin solely for this purpose that is consistent with the Guaranteed Margin for durations that are currently available.

k = Adjustment Factor is $[0.25\%]$ ²⁵

n = number of months from the date that any amounts withdrawn or converted to Annuity Payments are processed to the end of your current Term. In the case of partial months, n is rounded up to the next month.

The Market Value Adjustment is equal to $A \times (B-1)$ where A is the amount subject to adjustment, and B is the Market Value Adjustment factor above. The Market Value Adjustment may be positive or negative.

INDEXED CREDITING RATE FORMULA

The following formula represents that at the beginning of each Contract Anniversary within any selected Term, the Indexed Crediting Rate (R_t) for each year of the Term (t) would be the greater of the Indexed Crediting Rate as determined using the CPI-U plus the Guaranteed Margin (M), or the Floor Rate [, and the lesser of the Indexed Credit Rate or the Rate Cap]²⁶.

$$R_t = \left[\frac{CPI_t}{CPI_{t-1}} - 1 \right] + M$$

Where:

R_t = Indexed Crediting Rate at time t applicable for the following year.

CPI_t = the CPI-U value from 3 months prior to the rate determination date.

CPI_{t-1} = the CPI-U value 1 year prior to CPI_t .

M = the Guaranteed Margin which is set at the beginning of the Contract/Certificate and remains constant throughout the Term. M may be a negative value.

The Indexed Crediting Rate will never be less than a Floor Rate of $[0\%-1\%]$ ²⁷ [nor greater than a Rate Cap of $[10\%]$ ²⁸]²⁹.

TABLES OF WITHDRAWAL CHARGE PERCENTAGES:

[APPLICABLE TO ACCOUNT VALUE DURING THE INITIAL TERM:

	CONTRACT/CERTIFICATE YEAR AT TIME OF WITHDRAWAL									
TERM	1	2	3	4	5	6	7	8	9	10
1 Year	0%									
2 Year	0%	0%								
3 Year	8%	7%	6%							
4 Year	8%	7%	6%	6%						
5 Year	8%	7%	6%	6%	5%					
6 Year	8%	7%	6%	6%	5%	5%				
7 Year	8%	7%	6%	6%	5%	5%	4%			
8 Year	8%	7%	6%	6%	5%	5%	4%	3%		
9 Year	8%	7%	6%	6%	5%	5%	4%	3%	2%	
10 Year	8%	7%	6%	6%	5%	5%	4%	3%	2%	1%

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APPLICABLE TO ACCOUNT VALUE DURING ANY SUBSEQUENT TERM:

[

	NUMBER OF COMPLETE CONTRACT/CERTIFICATE YEARS SINCE THE COMMENCEMENT OF ANY SUBSEQUENT TERM AT THE TIME OF WITHDRAWAL									
TERM	0	1	2	3	4	5	6	7	8	9
1 Year	0%									
2 Year	0%	0%								
3 Year	6%	5%	4%							
4 Year	6%	5%	4%	4%						
5 Year	6%	5%	4%	4%	3%					
6 Year	6%	5%	4%	4%	3%	3%				
7 Year	6%	5%	4%	4%	3%	3%	2%			
8 Year	6%	5%	4%	4%	3%	3%	2%	1%		
9 Year	6%	5%	4%	4%	3%	3%	2%	1%	0%	
10 Year	6%	5%	4%	4%	3%	3%	2%	1%	0%	0%

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BENEFICIARY INFORMATION

Beneficiary(ies) is as designated by you as of the Contract/Certificate Date, unless otherwise changed per the provisions of the Contract/Certificate.

Beneficiary(s)

[John Doe]³²

Contingent Beneficiary(s)

[Jane Doe.]³³

SPECIFICATIONS PAGE

TYPE OF CONTRACT/CERTIFICATE:	[QUALIFIED] ¹	MATURITY DATE	[8/1/2032] ²
CONTRACT/CERTIFICATE DATE:	[8/1/2009] ³	MAXIMUM MATURITY DATE	[8/1/2052] ⁴
PAYMENT:	[\$250,000] ⁵	CONTRACT/CERTIFICATE NUMBER	[000111] ⁶
OWNER:	[DOROTHY HANCOCK] ⁷	ISSUE STATE:	[MA] ⁸
CO-OWNER:	[JAMES DOE] ⁹	OWNER'S AGE	[52] ¹⁰
ANNUITANT	[JOHN HANCOCK] ¹¹	ANNUITANT'S AGE	[52] ¹²
CO-ANNUITANT	[NON APPLICABLE] ¹³		

Initial Term	Declared Interest Rate	Initial Term Expiration Date
[3 Years] ¹⁴	[3.95%] ¹⁵	[8/1/2012] ¹⁶

GUARANTEED MARGIN	[] ¹⁷
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CPI-U Value on Contract/Certificate Date	[] ¹⁸
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ANNUAL FEE	[\$50] ¹⁹
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PARTIAL WITHDRAWAL LIMITATIONS:

MINIMUM PARTIAL WITHDRAWAL AMOUNT	[\$1000] ²⁰
MINIMUM ACCOUNT VALUE AFTER PARTIAL WITHDRAWAL	[\$5000] ²¹

PAYMENT LIMITATIONS:

MINIMUM PAYMENT	[\$10,000] ²²
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MAXIMUM PAYMENT	[\$1,000,000] ²³
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[THIS CONTRACT/CERTIFICATE IS INTENDED FOR ISSUES AS TO A TAX-QUALIFIED RETIREMENT PLAN UNDER THE INTERNAL REVENUE CODE FOR TAX-FAVORED STATUS. UNLESS OTHERWISE REQUIRED TO QUALIFY FOR SUCH STATUS, LANGUAGE IN THIS CONTRACT/CERTIFICATE REFERRING TO FEDERAL TAX STATUS OR RULES IS INFORMATIONAL AND INSTRUCTIONAL. SUCH LANGUAGE IS NOT SUBJECT TO APPROVAL OR DISAPPROVAL BY THE STATE IN WHICH THE CONTRACT/CERTIFICATE IS ISSUED FOR DELIVERY. PLEASE SEEK THE ADVICE OF YOUR OWN TAX ADVISOR REGARDING YOUR INDIVIDUAL TAX TREATMENT.]²⁴

MVA FORMULA

The Market Value Adjustment factor is determined by the following formula:

$$\left[\left(\frac{(1 + M_{issue})}{(1 + M_{withdrawal} + k)} \right)^{n/12} \right]$$

Where k , M_{issue} , $M_{withdrawal}$ and n are defined as follows:

M_{issue} = the Guaranteed Margin in effect for the current Term for this Contract/Certificate.

$M_{withdrawal}$ = the Guaranteed Margin (expressed as a decimal) offered on a Term equal to the number of months remaining in the current Term, as of the date the withdrawal or annuitization request is processed. For purposes of this calculation, months remaining will be rounded up to the next nearest whole month. If a Guaranteed Margin for this duration is not available for new purchases, we will declare a Guaranteed Margin solely for this purpose that is consistent with the Guaranteed Margin for durations that are currently available.

k = Adjustment Factor is $[0.25\%]^{25}$

n = number of months from the date that any amounts withdrawn or converted to Annuity Payments are processed to the end of your current Term. In the case of partial months, n is rounded up to the next month.

The Market Value Adjustment is equal to $A \times (B-1)$ where A is the amount subject to adjustment, and B is the Market Value Adjustment factor above. The Market Value Adjustment may be positive or negative.

INDEXED CREDITING RATE FORMULA

The following formula represents that at the beginning of each Contract Anniversary within any selected Term, the Indexed Crediting Rate (R_t) for each year of the Term (t) would be the greater of the Indexed Crediting Rate as determined using the CPI-U plus the Guaranteed Margin (M), or the Floor Rate [, and the lesser of the Indexed Credit Rate or the Rate Cap]²⁶.

$$R_t = \left[\frac{CPI_t}{CPI_{t-1}} - 1 \right] + M$$

Where:

R_t = Indexed Crediting Rate at time t applicable for the following year.

CPI_t = the CPI-U value from 3 months prior to the rate determination date.

CPI_{t-1} = the CPI-U value 1 year prior to CPI_t .

M = the Guaranteed Margin which is set at the beginning of the Contract/Certificate and remains constant throughout the Term. M may be a negative value.

The Indexed Crediting Rate will never be less than a Floor Rate of $[0\%-1\%]^{27}$ [nor greater than a Rate Cap of $[10\%]^{28}$]²⁹.

TABLES OF WITHDRAWAL CHARGE PERCENTAGES:

[APPLICABLE TO ACCOUNT VALUE DURING THE INITIAL TERM:

	CONTRACT/CERTIFICATE YEAR AT TIME OF WITHDRAWAL									
TERM	1	2	3	4	5	6	7	8	9	10
1 Year	0%									
2 Year	0%	0%								
3 Year	8%	7%	6%							
4 Year	8%	7%	6%	6%						
5 Year	8%	7%	6%	6%	5%					
6 Year	8%	7%	6%	6%	5%	5%				
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8 Year	8%	7%	6%	6%	5%	5%	4%	3%		
9 Year	8%	7%	6%	6%	5%	5%	4%	3%	2%	
10 Year	8%	7%	6%	6%	5%	5%	4%	3%	2%	1%

] 30

APPLICABLE TO ACCOUNT VALUE DURING ANY SUBSEQUENT TERM:

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	NUMBER OF COMPLETE CONTRACT/CERTIFICATE YEARS SINCE THE COMMENCEMENT OF ANY SUBSEQUENT TERM AT THE TIME OF WITHDRAWAL									
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] 31

BENEFICIARY INFORMATION

Beneficiary(ies) is as designated by you as of the Contract/Certificate Date, unless otherwise changed per the provisions of the Contract/Certificate.

Beneficiary(s)

[John Doe]³²

Contingent Beneficiary(s)

[Jane Doe.]³³

SPECIFICATIONS PAGE

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[3 Years] ¹⁴	[3.95%] ¹⁵	[8/1/2012] ¹⁶

GUARANTEED MARGIN	[] ¹⁷
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Beneficiary(s)

[John Doe]³²

Contingent Beneficiary(s)

[Jane Doe.]³³



Life Insurance Company (U.S.A.)

ENDORSEMENT

“The Code” means the Internal Revenue Code of 1986 as amended.

If this Endorsement is issued as part of an individual annuity contract, the terms “Owner” and “Contract” as used in this Endorsement shall have the same meaning as such terms are used in the individual annuity contract. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this document to the “Owner” are to the deceased Owner. If this Endorsement is issued in connection with a group annuity contract, the term “Contract” as used in this Endorsement shall refer to the Certificate and the term “Owner” as used in this Endorsement shall refer to the owner of the Certificate.

As requested by the Owner to satisfy Section 408 of the Code, it is agreed by the Owner and the Company that:

- (1) Your Contract is not transferable by the Owner and shall not be: (a) sold, (b) assigned, (c) discounted, or (d) pledged as collateral for a loan or for any other purpose, except to the Company, unless as part of a divorce settlement of which the Owner is a party.
- (2) The interest of the Owner in the Contract is nonforfeitable at all times. The Contract is established for the exclusive benefit of the Owner or his or her beneficiaries.
- (3) (a) Except in the case of a rollover contribution (as permitted by Internal Revenue Code §§ 402(c), 402(e) (6), 403(a) (4), 403(b) (8), 403(b) (10), 408 (d) (3) and 457 (e) (16) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in §408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:

\$3,000 for any taxable year beginning in 2002 through 2004;
\$4,000 for any taxable year beginning in 2005 through 2007; and
\$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code §219(b) (5) (D). Such adjustments will be in multiples of \$500.

No contributions may be made to your Contract once annuity payments have begun.

- (b) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by:

\$500 for any taxable year beginning in 2002 through 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.
- (c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.
- (d) In addition to the amounts described in paragraphs (a) and (c) above, an individual who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

- (e) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to a § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.
- (f) If this is an inherited IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.
- (4) Notwithstanding any provision of this Contract to the contrary, the distribution of the Owner's interest (value of the annuity) shall be made in accordance with the requirements of Section 408(b)(3) of the Code and the regulations thereunder, the provisions of which are herein incorporated by reference.

The entire interest of the Owner will be distributed or commence to be distributed, no later than the first day of April following the calendar year in which the Owner attains age 70½ (required beginning date), over: (a) the life of the Owner, or the lives of the Owner and his or her designated beneficiary; or (b) a period certain not extending beyond the life expectancy of the Owner, or the joint and last survivor expectancy of the Owner and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than one year. In addition, payments must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any payment must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6. The distribution periods described above cannot exceed the periods specified in section 1.401(a)(9)-6. The first required payment can be made as late as April 1 of the calendar year following the calendar year in which the Owner attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

The preceding paragraph does not apply to inherited IRAs within the meaning of § 408(d)(3)(C).

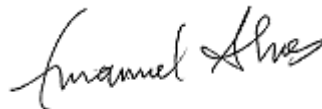
- (5) If the Owner dies before the entire interest is distributed, the following distribution provisions shall apply:
 - (a) Distributions Beginning Before Death. If the Owner dies on or after required distributions of his or her interest have commenced, the remaining portion of such interest will continue to be distributed under the settlement option chosen.
 - (b) Distributions Beginning After Death. If the Owner dies before required distribution of his or her interest begins, his or her entire interest shall be distributed at least as rapidly as follows:
 - (i) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed under an available settlement option, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with paragraph (b) (iii) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.
 - (ii) the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed under an available settlement option, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b) (iii) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following

the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b) (iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

- (iii) If there is no designated beneficiary, or if applicable by operation of paragraph (b) (i) or (b) (ii) above, the entire interest will be distributed under an available settlement option by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b) (ii) above).
 - (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b) (i) or (ii) and reduced by 1 for each subsequent year.
- (c) The "interest" in the Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of §1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.
 - (d) For purposes of paragraphs 5(a) and 5(b) of this Endorsement, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b) (ii) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of §1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
 - (e) If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Contract as his or her own. This election will be deemed to have been made if such surviving spouse makes a contribution to the Contract or fails to take required distributions as a beneficiary.
 - (f) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.
- (6) The Owner and Annuitant under your Contract are and will continue to be as shown in the application.
 - (7) The Owner may satisfy the minimum distribution requirements under section 408(a)(6) and 408(b)(3) of the Code by receiving a distribution from one IRA that is equal to the amount required to satisfy the minimum distribution requirements for two or more IRAs. For this purpose, the owner of two or more IRAs may use the 'alternative method' described in Notice 88-38, 1988-1 C.B. 524, to satisfy the minimum distribution requirements described above. This section does not apply to Roth IRAs.
 - (8) The Company shall furnish annual calendar year reports concerning the status of your Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue.
 - (9) In the event of any conflict between the terms of this endorsement and the provisions of your Contract, the terms of this endorsement shall control.

- (10) This endorsement may be amended as necessary to comply with the provisions of the Code and the related regulations.

Signed for the Company at Boston, Massachusetts.

A handwritten signature in cursive script, appearing to read "Emanuel Alves".

/s/ Emanuel Alves
Secretary



Life Insurance Company (U.S.A.)

ENDORSEMENT

This Contract shall be a Simple IRA.

The term "Code" as used in this Endorsement means the Internal Revenue Code of 1986 as amended.

If this Endorsement is issued as part of an individual annuity contract, the terms "Owner" and "Contract" as used in this Endorsement shall have the same meaning as such terms are used in the individual annuity contract. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this document to the "Owner" are to the deceased Owner. If this Endorsement is issued in connection with a group annuity contract, the term "Contract" as used in this Endorsement shall refer to the Certificate and the term "Owner" as used in this Endorsement shall refer to the owner of the Certificate.

As requested by the Owner to satisfy Section 408 of the Code, as in effect on the Date of Issue of your Contract, it is agreed by the Owner and the Company that:

- (1) Your Contract is not transferable by the Owner and shall not be: (a) sold, (b) assigned, (c) discounted, or (d) pledged as collateral for a loan or for any other purpose, except to the Company, unless as part of a divorce settlement of which the Owner is a party.
- (2) All provisions of your Contract dealing with acceptable contributions (from any source) are hereby deleted and the following paragraph substituted therefore:

This Contract as a SIMPLE IRA will accept only cash contributions made by an employer on behalf of the Owner pursuant to the terms of a SIMPLE IRA Plan described in Section 408(p) of the Internal Revenue Code. A rollover contribution or a transfer of assets from another SIMPLE IRA of the Owner will also be accepted. No other contributions will be accepted.

- (3) The following paragraphs are added to your Contract:
 - (a) If contributions made on behalf of the Owner pursuant to a SIMPLE IRA Plan maintained by the Owner's employer are received directly by the Company from the employer, the Company will provide the employer with the summary description required by Section 408(l)(2)(B) of the Code.
 - (b) Notwithstanding anything in this Endorsement to the contrary, prior to the expiration of the 2-year period beginning on the date the Owner first participated in any SIMPLE IRA Plan maintained by the Owner's employer, any rollover or transfer by the Owner of funds from this SIMPLE IRA must be made to another SIMPLE IRA of the Owner. Any distribution of funds to the Owner during this 2-year period may be subject to a 25-percent additional tax if the Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this 2-year period, the Owner may roll over or transfer funds to any IRA of the Owner that is qualified under Section 408(a), (b) or (p) of the Code or to another eligible retirement plan described in section 402(c)(8)(B) of the Code.
- (4) Notwithstanding any provision of this Contract to the contrary, the distribution of the Owner's interest (value of the annuity) shall be made in accordance with the requirements of Section 408(b)(3) of the Code and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then

distribution of the interest in the Contract (see paragraph 5(c) below) must satisfy section 408(a)(6) and the regulations thereunder.

The entire interest of the Owner will be distributed or commence to be distributed, no later than the first day of April following the calendar year in which the Owner attains age 70½ (required beginning date), over: (a) the life of the Owner, or the lives of the Owner and his or her designated beneficiary; or (b) a period certain not extending beyond the life expectancy of the Owner, or the joint and the last survivor expectancy of the Owner and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than one year. In addition, payments must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any payment must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6. The distribution periods described above cannot exceed the periods specified in section 1.401(a)(9)-6. The first required payment can be made as late as April 1 of the calendar year following the calendar year in which the Owner attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

The preceding paragraph does not apply to inherited IRAs within the meaning of § 408(d)(3)(C).

- (5) If the Owner dies before the entire interest is distributed, the following distribution provisions shall apply:
- (a) **Distributions Beginning Before Death.** If the Owner dies on or after required distributions of his or her interest have commenced, the remaining portion of such interest will continue to be distributed under the settlement option chosen.
 - (b) **Distributions Beginning After Death.** If the Owner dies before required distribution of his or her interest begins, his or her entire interest shall be distributed at least as rapidly as follows:
 - (i) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed under an available settlement option, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with paragraph (b)(iii) below.
 - (ii) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed under an available settlement option, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(iii) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
 - (iii) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(i) or (b)(ii) above, the entire interest will be distributed under an available settlement option by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(ii) above).
 - (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the

sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(i) or (ii) and reduced by 1 for each subsequent year.

- (c) The "interest" in the Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of §1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.
 - (d) For purposes of paragraphs 5(a) and 5(b) of this Endorsement, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(ii) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of §1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
 - (e) If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Contract as his or her own. This election will be deemed to have been made if such surviving spouse makes a contribution to the Contract or fails to take required distributions as a beneficiary.
 - (f) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A9 of § 1.408-8 of the Income Tax Regulations.
- (6) The Owner and Annuitant under your Contract are and will continue to be as shown in the application.
 - (7) The interest of the Owner in the Contract is nonforfeitable. The Contract is established for the exclusive benefit of the Owner and his or her beneficiaries.
 - (8) The Owner may satisfy the minimum distribution requirements under Section 408(a)(6) and 408(b)(3) of the Code by receiving a distribution from one IRA that is equal to the amount required to satisfy the minimum distribution requirements for two or more IRAs. For this purpose, the Owner of two or more IRAs may use the 'alternative method' described in Notice 88-38, 1988-1 C.B. 524, to satisfy the minimum distribution requirements described above. This section does not apply to Roth IRAs.
 - (9) The Company shall furnish annual calendar year reports concerning the status of your Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue.
 - (10) Any definition of compensation set forth in the Contract is hereby deleted.
 - (11) The Contract with this Endorsement may not be used by a designated financial institution within the meaning of section 408(p)(7) of the Code.
 - (12) In the event of any conflict between the terms of this Endorsement and the provisions of your Contract, the terms of this Endorsement shall control.

- (13) This Endorsement may be amended as necessary to comply with the provisions of the Code and the related regulations.

Signed for the Company at Boston, Massachusetts.

A handwritten signature in cursive script, reading "Emanuel Alves".

/s/ Emanuel Alves
Secretary



Life Insurance Company (U.S.A.)

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT
(Under section 408A of the Internal Revenue Code)

Check if this endorsement supersedes a prior Roth IRA endorsement.

This endorsement is made a part of the annuity contract to which it is attached, and the following provisions apply in lieu of any provisions in the contract to the contrary.

The annuitant is establishing a Roth individual retirement annuity (Roth IRA) under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

Article I

Except in the case of a rollover contribution described in section 408A(e), a recharacterized contribution described in section 408A(d)(6), or qualified rollover contributions (as defined in Article II below), the issuer will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007; and \$5,000 for 2008 and thereafter. For annuitants who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004; \$4,500 for 2005; \$5,000 for 2006 and 2007; and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be adjusted by the Secretary of the Treasury to reflect a cost-of-living adjustment, if any, under section 219(b)(5)(D)(d)(6). Such adjustments will be in multiples of \$500.

If the annuitant was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C), then the contribution limit is increased to \$7,000 for tax years 2006 and 2007; and \$8,000 for 2008 and 2009 only. An annuitant who makes such contributions may not also make contributions under any other section of the Code.

Notwithstanding the preceding limits on contributions, however, an annuitant may make additional contributions specifically authorized by statute, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

Article II

1. The maximum regular contribution that can be made to all of an annuitant's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii) below.

(i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income in accordance with the following table:

Filing Status	Full Contribution	Phase-out Range	No Contribution
	Modified AGI		
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married-Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

An annuitant's modified adjusted gross income ("modified AGI") for a taxable year is defined in Code § 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the annuitant's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. For tax years after 2006, the above limits will be adjusted by the Secretary of the Treasury to reflect a cost-of-living adjustment, if any, under Code § 408A(c)(3). Such adjustments will be in multiples of \$1,000.

(ii) If the annuitant makes regular contributions to both Roth and non Roth IRAs for a taxable year, the maximum regular contribution that can be made to all of an annuitant's Roth IRAs for that taxable year is reduced by the regular contributions made to the annuitant's non Roth IRAs for the taxable year.

2. In the case of a joint return, the AGI limits in the table above apply to the combined AGI of the annuitant and his or her spouse.

3. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the annuitant first participated in that employer's SIMPLE IRA plan.

4. If this is an inherited IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.

5. A regular contribution to a non Roth IRA may be recharacterized pursuant to the rules in § 1.408A-5 of the regulations as a regular contribution to this IRA, subject to the limits in section 1. of this Article.

6. A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in § 402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of Code § 408(d)(3), except the one-rollover-per year rule of § 408(d)(3)(B) does not apply if the distribution is from a non Roth IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code § 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. A qualified rollover contribution also includes (i) and (ii) below.

(i) All or part of a military death gratuity or Service members' group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under § 408(d)(3)(B).

(ii) All or part of an airline payment (as defined in § 125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

Article III

The annuitant's interest in the contract is nonforfeitable and nontransferable.

Article IV

1. The contract does not require fixed contributions.

2. Any dividends (refund of contributions other than those attributable to excess contributions) arising under the contract will be applied (before the close of the calendar year following the year of the dividend) as contributions toward the contract.

Article V

1. Notwithstanding any provision of this IRA to the contrary, the distribution of the annuitant's interest in the

account shall be made in accordance with the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations (taking into account Code § 408A(c)(5)), rather than the distribution rules in paragraphs 2., 3., and 4., below.

2. Upon the death of the annuitant, his or her entire interest will be distributed at least as rapidly as follows:

(i) If the designated beneficiary is someone other than the annuitant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the annuitant's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the annuitant's death, or, if elected, in accordance with paragraph 2. (iii) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased annuitant under § 402(c)(11), then, notwithstanding any election made by the deceased annuitant pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph 2. (i) if the transfer is made no later than the end of the year following the year of death.

(ii) If the annuitant's sole designated beneficiary is the annuitant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the annuitant's death (or by the end of the calendar year in which the annuitant would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph 2. (iii) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph 2. (iii) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death. If the annuitant's surviving spouse is the designated beneficiary, such spouse, at his or her option, will then be treated as the annuitant

(iii) If there is no designated beneficiary, or if applicable by operation of paragraph 2. (i) or (ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the annuitant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 2. (ii) above).

(iv) The amount to be distributed each year under paragraph 2. (i) or (ii) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(i) or (ii) and reduced by 1 for each subsequent year.

3. The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations.

4. If the sole designated beneficiary is the annuitant's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

5. The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

Article VI

1. The annuitant agrees to provide the issuer with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The issuer agrees to submit to the IRS and annuitant the reports prescribed by the IRS.
3. The issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning requirement minimum distributions as is prescribed by the Commissioner of the Internal Revenue Service.

Article VII

Notwithstanding any other articles which may be added or incorporated, the provisions of Article I through VI and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related regulations, or other published guidance will be invalid.

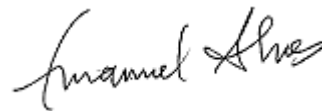
Article VIII

This endorsement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Only the President, a Vice President, the Secretary, or an Assistant Secretary of the Company has authority to amend, waive or modify any of the provisions of this endorsement of the contract which is attached.

Article IX

1. If this Endorsement is issued as part of an individual annuity contract, (i) the term “annuitant” as used in this Endorsement shall have the same meaning as the term “Owner” as used in the individual annuity contract and (ii) the term “contract” as used in this Endorsement shall have the same meaning as the term “Contract” as used in the individual annuity contract. If this Endorsement is issued in connection with a group annuity contract, the term “contract” as used in this Endorsement shall refer to the Certificate and the term “annuitant” shall refer to the owner of the Certificate. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased annuitant, references in this document to the “annuitant” are to the deceased annuitant.
2. The General Instructions and Specific Instructions set forth below are intended to provide an explanation of certain aspects of the endorsement. They do not add, modify, or negate any provisions of this endorsement or the annuity contract to which this endorsement is attached.

Signed for the Company at Boston, Massachusetts.



/s/ Emanuel Alves
Secretary

General Instructions	Definitions	
<p><i>Section references are to the Internal Revenue Code unless otherwise noted.</i></p> <p>This Form is a model annuity endorsement that meets the requirements of section 408A and has been pre-approved by the IRS. A Roth individual retirement annuity (Roth IRA) is established after the contract, which includes this endorsement, is fully executed by both the individual (annuitant) and the issuer. The contract must be for the exclusive benefit of the annuitant and his or her beneficiaries.</p> <p>Do not file this Form with the IRS. Instead, keep it with your records.</p> <p>Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the annuitant's gross income; and distributions after 5 years that are made when the annuitant is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to \$10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the issuer must give the annuitant, see Pub. 590, Individual Retirement Arrangements (IRAs).</p>	<p>Issuer. The issuer is the insurance company providing the annuity contract. The insurance company may use other terms besides "issuer" to refer to itself, such as, "company," "insurer," or "us."</p> <p>Annuitant. The annuitant is the person who establishes the annuity contract. The insurance company may use other terms besides "annuitant" to refer to the person who establishes the annuity contract, such as, "owner," "applicant," "insured," or you."</p> <p>Specific Instructions</p> <p>Article I. The annuitant may be subject to a 6% tax on excess contributions if (1) contributions to other individual retirement arrangements of the annuitant that have been made for the same tax year, (2) the annuitant's adjusted gross income exceeds the applicable limits in Article II for the tax year, or (3) the annuitant's and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year.</p> <p>The annuitant should see the disclosure statement or Pub. 590 for more information.</p>	<p>Article V. This article describes how distributions will be made from the Roth IRA after the annuitant's death. Elections made pursuant to this article should be reviewed periodically to ensure they correspond to the annuitant's intent. Under paragraph 4 of Article V, the annuitant's spouse, if s/he so elects, is treated as the owner of the Roth IRA upon the death of the annuitant, rather than as the beneficiary. If the spouse is to be treated as the beneficiary, and not the owner, an overriding provision should be added to Article IX.</p> <p>Article IX. Article IX and any that follow it may incorporate additional provisions that are agreed to by the annuitant and issuer to complete the contract. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the issuer, issuer's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the annuitant, etc. Attach additional pages if necessary.</p>

SERFF Tracking Number: MALF-126757982 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46509
Company Tracking Number: 10MVAGRP-CPI
TOI: A07G Group Annuities - Special Sub-TOI: A07G.002 Modified Guaranteed
Product Name: CPI
Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
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Satisfied - Item: Flesch Certification

Comments:

Attachment:

Compliance Certification.pdf

	Item Status:	Status Date:
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Satisfied - Item: Cover Letter

Comments:

Attachment:

Cover Letter(10MVAGRP-CPI).pdf

	Item Status:	Status Date:
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Satisfied - Item: Statements of Variability

Comments:

Attachments:

Statement of Variability for Certificate(10MVAGRP-8.6.2010).pdf

Statement of Variability for Application(156-CPI-10).pdf

Statement of Variability for Spec Pages(SPEC-CPI10-1 through SPEC-CPI10-4 - 8.5.2010).pdf

Compliance Certification

This is to certify that the attached John Hancock Life Insurance Company (U.S.A.) forms, as listed below, have the following Flesch Readability scores, and comply with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

FORM NUMBER

FLESCH SCORE

10MVAGRP-CPI

53.4

156-CPI-10 (Application)

**Over 50 when scored with
the contract**

I also certify that to the best of my knowledge and belief, the above forms and submission complies with Reg. 19, as well as the other laws, rules and regulations of the State of Arkansas.

Signature of Officer of the Company

Name: John C. Penney, Jr.
Title: Compliance Director
Date: August 16, 2010

John Hancock Life Insurance Company (U.S.A.)

John Hancock Fixed Products
601 Congress Street (Z-8-029)
Boston, Massachusetts 02210-2805
Fax: (617) 663-2995

Andrea Barr

Senior Compliance Analyst

August 10, 2010

Re: **John Hancock Life Insurance Company (U.S.A.)**

NAIC #65838, FEIN # 01-0233346

For Approval Purposes:

Group Certificate:

10MVAGRP-CPI

Group Application:

156-CPI-10

Specifications Pages:

**SPEC-CPI10-1, SPEC-CPI10-2, SPEC-CPI10-3,
SPEC-CPI10-4**

Qualified Endorsements:

10TRAD IRA, 10SIMPLE, 10ROTH

Dear Sir or Madam,

We are filing the forms referenced above for approval in your jurisdiction. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing and positioning.

We are filing the group certificate, application, specifications pages and qualified endorsements for your approval. The groups will be situated in Illinois and Missouri. We received approval of the group in Illinois and Missouri. Illinois approved the group on 7/7/2009 and Missouri approved on 8/20/2009. The master group contract is issued to the Declaration Insurance and Investors Trust [U.S. Bank, N.A., Trustee] in Illinois and to qualifying financial institutions in Missouri. We filed in accordance with Chapter 215 of the Illinois Insurance Code Section 5/230.2 when issued on behalf of a group identified under Chapter 215 of the Illinois Insurance Code Section 5/230.1. In Missouri, we filed in accordance with Missouri Insurance Code section 376.693 when issued on behalf of a group identified under Missouri Insurance Code 376.691.

10MVAGRP-CPI, is a new form, which is a single premium modified guarantee inflation indexed deferred annuity. The certificate form will be issued on a group basis. The certificate will be issued to clients of FINRA member broker dealers who participate in the Declaration Insurance and Investors Trust [U.S. Bank, N.A., Trustee] or clients of qualifying financial institutions that qualify for participation under the group annuity contract. The certificates demonstrate participation under the group annuity contract, and will be issued to each participant of the eligible groups from which the Company receives the required payment.

The certificate is effective when we receive the Payment. We determine Account Value during the first year of the Initial Term based on the Payment and the Declared Interest Rate as shown on the Specifications Page. We determine Account Value during the first year of any Subsequent Term based on the Account Value upon the completion of the previous Term and the new Declared Interest Rate for that Subsequent Term. After the first year of the Initial Term or the first year of any Subsequent Term, and prior to the Maturity Date while the Annuitant is still living, the Account Value will accumulate based on the Indexed Crediting Rate, which is a rate (as described in Part 7 of the Certificate) that we determine based on the: 1) year over year change in the All Items Consumer Price Index for All Urban Consumers ("CPI-U") for the U.S. City Average, and 2) the Guaranteed Margin. Amounts withdrawn, excluding the Free Withdrawal Amount, prior to the end of any Term are subject to a Market Value Adjustment, which could reduce the withdrawal amount and any remaining Account Value below the Payment.

We are registering this product as a security with the U.S. Securities and Exchange Commission ("SEC"). Our SEC registration also included the registration by our parent company, Manulife Financial Corporation, of a subordinated guarantee of market value adjustment interests under the product. Accordingly, there is a prospectus that describes both the certificate and the parent company guarantee, which will be delivered to

prospective investors in the product. In addition, all insurance producers must be registered with FINRA and appointed with a registered broker/dealer.

The application, **156-CPI-10**, is a new application form, which will be used with certificate form 09MVAGRP-CPI.

The specifications pages, **SPEC-CPI10-1, SPEC-CPI10-2, SPEC-CPI10-3, and SPEC-CPI10-4**, are new specifications pages, which may be issued with the certificate based on distribution channel. The specifications pages, as submitted, are exactly the same except for the form number.

The qualified endorsements, **10TRAD IRA, 10SIMPLE, 10ROTH**, are new qualified endorsements, which facilitate IRA business for both individual and group annuity contracts/certificates. The IRS prescribes the text of these forms. These qualified endorsements may be used with previously approved contracts and certificates.

Previously approved endorsements may be issued with this certificate.

An actuarial memorandum is enclosed for your review.

Statements of variability are included in this filing for the certificate, application, and specifications pages.

Any requisite fees and all required documents have been remitted. A certification indicating the Flesh Reading Ease score signed by the Company's State Compliance Officer is attached.

Your attention to this submission is appreciated. If you have any concerns regarding any of the enclosed materials, please do not hesitate to contact us.

Sincerely,

Andrea Barr
Senior Compliance Analyst
617.663.4259

Statement of Variability for Certificate: 10MVAGRP-CPI

August 9, 2010

NOTE: Variable material is denoted by bracketing on form

<u>Variable</u>	<u>Explanation</u>
1	The overnight mailing address of the Company
2	The address and telephone number of the Company's Annuity Servicing Center
3	The Officer's signatures
4	The definition of Rate Cap will appear; if there is no Rate Cap, the definition will not appear

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

August 9, 2010

Statement of Variability for Contract: 156-CPI-10

NOTE: Variable material is denoted by bracketing on form

<u>Variable</u>	<u>Explanation</u>
1	The Company's Logo will appear in this field
2	The Company's Annuity Servicing Center Address
3	The Company's Overnight Mailing Address
4	The Telephone Number and Company Website
5	The Product's Marketing Name
6	Initial Guarantee Period is chosen by the Contract Owner. Minimum - 1 Year; Maximum - 10 Year.
7	State Disclosure
8	Option data will be included when multiple commission options are available. Otherwise, this would be deleted.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

August 9, 2010

**Statement of Variability for Specifications Pages: SPEC-CPI10-1, SPEC-CPI10-2,
SPEC-CPI10-3, SPEC-CPI10-4**

NOTE: Variable material is denoted by bracketing on form

<u>Variable</u>	<u>Explanation</u>
1	The type of Contract/Certificate is specific to each Contract/Certificate issued; the type of contract will be either qualified or non-qualified
2	The Maturity Date is specific to each Contract/Certificate issued; the Owner will elect the Maturity Date or the Maturity Date will default to the Maximum Maturity Date
3	The Contract/Certificate Date is specific to each Contract/Certificate issued; the Contract/Certificate Date is the effective date
4	The Maximum Maturity Date is specific to each Contract/Certificate issued; the Maximum Maturity Date is the latest date the Owner may elect which is the first day of the month coincident with or next following the Annuitant's 95 th birthday
5	The Payment is specific to each Contract/Certificate issued; the Payment is the amount of money applied to the contract/certificate
6	The Contract/Certificate Number will be specific to each contract/certificate issued
7	The Owner's Name will appear in this field; the Owner is specific to each Contract/Certificate issued
8	The Issue State is the state in which the Contract/Certificate is issued; the Issue State is specific to each Contract/Certificate issued
9	The name of the Co-Owner, if any, will appear in this field; the Co-Owner is specific to the Contract/Certificate issued
10	The age of the Owner at issue; this age range will be from the age of majority of the state of issue to age 90; the Age of the Owner is specific to each contract/certificate issued
11	The name of the Annuitant will appear in this field; the Annuitant is specific to each Contract/Certificate issued
12	The age of the Annuitant at issue; this age range will be 0-90; the Age of the Annuitant is specific to each Contract/Certificate issued
13	The name of the Co-Annuitant, if any, will appear in this

	field; the Co-Annuitant is specific to the contract/certificate issued
14	The Initial Term is chosen by the Contract/Certificate Owner on the application or at expiration of the previous Term. The minimum is 1 year and the Maximum is 10 years.
15	The Declared Interest Rate will appear in this field; the range will be from 1.0% to 20%. Check with Robin
16	The Initial Term Expiration Date will appear in this field.
17	The Guaranteed Margin application for the Initial Term which is set at the beginning of the Contract/Certificate will appear in this field.
18	The CPI-U value on the Contract/Certificate date will appear in this field
19	The Annual Fee will appear in this field; the range is from \$0 to \$50. The Annual Fee will be administered on a non-discriminatory basis.
20	The Minimum Partial Withdrawal Amount range is from \$1,000 to \$2,000
21	The Minimum Account Value After Partial Withdrawal range is \$5,000-\$15,000
22	The Minimum Payment for the contract/certificate range is \$10,000 to \$25,000
23	The Maximum Payment for a contract/certificate range is \$1,000,000 to \$5,000,000
24	If the Contract/Certificate is issued to qualified retirement plans, the paragraph regarding taxes will appear.
25	The Adjustment Factor will appear in this field; the range is from 0% to 0.25%. The Adjustment Factor will be administered on a non-discriminatory basis.
26	The statement will only appear when there is a Rate Cap.
27	The Floor Rate will appear in this field; the range is from 0% to 1%.
28	The Rate Cap will appear in this field; the cap will never be greater than 10%.
29	If there is no Rate Cap, this statement will be removed. If there is a Rate Cap, the language will appear verbatim as shown on the specifications page.
30	The available Initial Term may range from 1 to 10 years with a maximum withdrawal charge of 8%. The applicant can only select one current term under the contract. All available Term choices will be listed on the application. Only the row of withdrawal charges related to the current term which is selected by the Applicant from the available Term will appear. The choice of the Term will appear on the specifications page within bracketed item number 24.
31	The Subsequent Term withdrawal charge percentages will

	always appear on the specifications page. Available Terms may range from 1 to 10 years with a maximum withdrawal charge of 6%.
32	The name(s) of the beneficiary(ies) will appear
33	The name(s) of the contingent beneficiary(ies) will appear